

Booking Terms & Conditions

The Brunton Memorial Hall

Riverside Rise Allington Wiltshire SP4 0AF

Part One: Terms of Hire

Please note that the Bruton Memorial Hall (or part thereof) cannot be hired by persons under the age of 21 years. For the purpose of these conditions the term "Hirer" shall mean an individual hirer or, where the hirer is an organisation its authorised representative, the term "TBMHC" shall be used to refer to The Brunton Memorial Hall Committee, and the term "Memorial Hall" shall mean the Brunton Memorial Hall (or part thereof), including the outdoor space.

The use class of the Memorial Hall is that of F2(b) Local Community - Halls or meeting places for the principal use of the local community. Therefore all use and hire agreements must meet this definition.

The Brunton Memorial Hall is hired out in its entirety for each hire session which includes the whole hall, all the facilities within the hall and all the surrounding grounds and car parking. If you want to hire the grounds or car park this would also include the hall as they are hired out as one whole facility. Any deviation from this will be at the discretion of TBMHC and on a case-by-case basis and needs to ensure that it does not affect the main facility hire opportunities at any time.

The extent to which any one person can hire the Memorial Hall will be managed by the booking process and the TBMHC to ensure a fair and transparent booking system. This is also to aim for a diverse range of hirers focusing on the local community use first and foremost and that it is not hired out for more than 25% of the time by one hirer or use type to the exclusion of others.

Hire time periods

Hire periods (Total of 16 hours per day or 8 hours per half day)

- Day time: 7 am 5 pm
- Evening: 5 pm 11 pm
- Full day: 7 am 11 pm
- Half day: 7 am 3 pm or 3 pm 11 pm

Variations on hire times and bookings are to be discussed at the point of booking if requiring a deviation from the standard times set out below and approved by TBMHC.

Part Two: Hire Charges (with effect from May 2024)

Whole Memorial Hall (including exclusive full use of the kitchen)

| Period of hire based on hourly rate | Community Residents -30% discount | Base costs (Non Village Residents) |
|-------------------------------------|---|---------------------------------------|
| Weekday (Monday - Friday) | £14.00 | £20.00 |
| Weekend (Saturday - Sunday) | £17.00 | £23.00 |
| Regular hire rate for weekdays* | £13.00 | £19.00 |
| Regular hire rate for weekends* | £16.00 | £22.00 |

*Minimum 1hr once a week for 24 weeks

| Period of hire based on half and full day rates | Community Residents -30% discount | Base costs (Non Village Residents) |
|---|---|---------------------------------------|
| Per full day Monday - Friday | £208.00 | £304.00 |
| Per full day Weekend (Saturday - Sunday) | £256.00 | £352.00 |
| Per half day Monday - Friday | £104.00 | £152.00 |
| Per half day Weekend (Saturday - Sunday) | £128.00 | £176.00 |

Note: The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other rights of occupation on the hirer.

The hall and outside area are considered as a whole, and not for hire separately from one another.

Therefore, the hire charges relate to the hall and all the grounds and facilities within and around the hall. All bookings need to be made in accordance with the period of hire regardless of whether it is for the use of the outside space or the main hall.

Part Three: Booking Procedure, Deposits and Cancellations

- 1. The listed rates include free shared use of the car park. The main hall booking includes cooking and use of the kitchen facilities and the outdoor space around the hall.
- 2. If the Hirer needs additional time on either side of the booking for "setting up" and/or "cleaning up" such time needs to be added to the booking period and paid for. Each hirer must return the hall and grounds in the same condition at the start of the hire. They will be responsible for cleaning the hall at the end of their hire session and tidying up the outside space, car parking and removing all rubbish and litter.
- 3. The Hirer may only use the hall and equipment noted on the signed and agreed booking form. Any variation in the facilities used by the Hirer will result in additional charges payable on receipt of notice sent by TBMHC to the Hirer.
- 4. The Hirer shall pay a non-refundable deposit to secure the booking unless sufficient notice is given for cancellation (28 days). This will be 25% of the full cost of the booking. Full payment, along with the security deposit of £50.00, is due no later than 14 days before the event or at the time of booking confirmation, whichever is later. Failure to make full payment by this date will result in the TBMHC reserving the right to cancel the booking and to re-let the function date. No refunds will be given for cancellations with less than 14 days notice.
- 5. TBMHC shall refund any monies paid by the Hirer in the event of the Memorial Hall being judged by TBMHC unfit for hire, for reasons beyond their control. Every effort shall be made to give a minimum of 14 days' notice; TBMHC cannot be held responsible for short notice being given due to emergency repairs or health and safety issues.
- 6. The Hirer shall pay a security deposit of £200 if they want to secure block or annual bookings. This must be provided in the form of a cheque (addressed to The Memorial Hall and dated with the date of the first booking). This cheque will not be cashed unless there is damage to the Memorial Hall, furnishings and fittings during the hire period, it is not left in a clean and tidy state with any waste is removed from the Memorial Hall. In the event of serious misuse of the facilities, this shall not be the limit of the Hirers' liability. The security deposit may also be withheld as a result of noise nuisance and/or other disturbance during the hire period, failure to vacate the Memorial Hall by the end of the hire period or if any person present during the period of hire smoked in any part of the Memorial Hall in contravention of the Health Act 2006.
- 7. Any breakages or damage must be reported to TBMHC within the hire period. Failure to report such damage will result in the loss of the full security deposit.
- 8. All cancellations or postponement requests must be made in writing to TBMHC.
- 9. TBMHC reserves the right to refuse any application for use of the Memorial Hall without the need to specify reasons, or to prescribe special requirements (e.g. indemnities) as necessary, or to cancel a letting without payment of any compensation except as a refund of monies paid by the Hirer.

Part Four: Conditions of Hire

- 1. The Hirer shall be present throughout the hire period and be responsible for:
 - a. all aspects of the Memorial Hall including its safety from damage and care of its contents;
 - b. the prevention of behaviour which could be construed as a public nuisance;
 - c. ensuring events are adequately supervised;
 - d. returning the Memorial Hall to a clean and tidy state with all furniture returned to its original position and in accordance with any plans or layouts;
 - e. returning all furniture to its usual place and stacking chairs in accordance with the guidance;
 - f. ensuring that a minimum of noise is made on arrival and departure particularly late at night and early in the morning.
 - g. Ensuring, if using sound amplification equipment that this complies with any licensing condition for the premises;
 - h. supervising the car park and avoiding highway obstruction and obstruction of the building entrances; and
 - i. securing the Memorial Hall on leaving the premises;
 - j. meeting the interests of local residents by ensuring quiet arrival and departure of guests; that all external doors are kept closed, except when guests are arriving and departing, and that music is stopped and the Memorial Hall is cleared by the end of the booking period or no later than 11 pm. Please remember to leave the premises quietly with due consideration for our neighbours and the village.
- 2. The Hirer's insurance deposit will be used if TBMHC determines that these Terms and Conditions have been contravened and the premises or furnishings or fittings have been damaged or extra cleaning is required.
- 3. TBMHC accepts no responsibility or liability for the cancellation or closure of a Function due to failing to follow the conditions of hire. Any expenses incurred as a result shall be the sole responsibility of the Hirer.
- 4. The Hirer shall only use the Memorial Hall for the purpose described in the booking form and shall not sub-let the Memorial Hall or use it for any unlawful purpose or in any unlawful way. The Hirer shall not bring anything onto the Memorial Hall which may endanger or render invalid any insurance policies.
- 5. The Memorial Hall is not currently licensed for the sale of alcohol.
- 6. The Hirer shall ensure nothing is done on or in relation to the Memorial Hall in contravention of the law relating to gaming, betting and lotteries.
- 7. The Hirer is responsible for essential Memorial Hall health and safety and shall comply with all notices. The Hirer must conduct their own fire risk assessment and shall ensure that they are aware of the location and use of fire equipment, the escape routes, their proper operation and the need to keep them clear. The Fire Brigade must be called in the event of any fire, however slight, and full details must be supplied to TBMHC. Due to insurance requirements, bonfires and fireworks are not permitted within the premises or outdoor space. Ordinary candles may be used on cakes, but any other use of candles, including trick candles, may only be used if approved in advance by TBMHC. Candles may not be left unattended or in an unsafe manner and the Hirer will be liable for any charges incurred in the event of the activation of the fire alarm. TBMHC Health & Safety Policy can be downloaded from our website.
- 8. Working at height may only be carried out by contractors. This includes the hanging of decorations above head height.
- 9. Bouncy castles/inflatables may only be used if they are managed by a professional contractor, with appropriate insurance.
- 10. Face paints/henna tattoos may not be applied on children under the age of 3, any person with open cuts/sores on their face or any person with an infectious skin or eye condition, such as cold sores or conjunctivitis. Skin tests must be completed prior to application. All equipment used must be cleaned prior to each application and only professional face paints or henna tattoos that comply with current safety legislation or regulations may be used.
- 11. The Hirer is responsible for ensuring there are a maximum of 120 persons for the main hall to comply with the Memorial Hall's public license.

- 12. The Hirer's attention is drawn to the no-smoking policy that applies throughout the Memorial Hall including the outdoor space. This includes e-cigarettes. Any smoking outside of the boundaries of the premises should be respectful of the neighbours and any waste should be disposed of correctly. The disposal of cigarette butts is not permitted on the premises or in its external bins.
- 13. If the Hirer brings any electrical appliances into the Memorial Hall, these shall be used properly, be safe, in good working order and comply with current regulations.
- 14. The Hirer complies with Safeguarding and other relevant legislation by seeing that only fit and proper persons have access to children. The Hirer's attention is drawn to the Safeguarding Children and Adults Policy, which can be downloaded from TBMHC Website.
- 15. The Hirer shall, if preparing and serving food, observe all relevant food, health and hygiene legislation and regulations. If the kitchen is used it must be left in a clean and tidy state with all crockery and cutlery washed up and put away. If the Hirer arranges for subcontractors to supply food the Hirer must ensure that the subcontractor complies with all relevant regulations and these Terms and Conditions.
- 16. Any subcontractors used by the Hirer must have their own insurance.
- 17. TBMHC accept no liability for the loss of personal property brought onto or left in the Memorial Hall during the letting.
- 18. No equipment can be stored at the Memorial Hall without the prior agreement of TBMHC. Storage costs will be payable for this service and storage is allocated at the discretion of TBMHC. TBMHC accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All other equipment or property must be removed at the end of each hire or fees will be charged for each day or part of a day at the standard hire rate until such item is removed. Failure to comply with this will result in TBMHC disposing of any items as it sees fit and charging the Hirer any costs incurred in storing or disposing of any items.
- 19. All rubbish is to be taken home with you for disposal.
- 20. TBMHC reserves the right to refuse an advance booking without notice or terminate an event taking place when it considers the Hirer is not carrying out the terms of the agreement. Such action may be taken when TBMHC is dissatisfied with the supervision or, or behaviour of participants at an event, or where general and fire safety is compromised.
- 21. TBMHC Public Liability insurance covers injuries arising from a defect of the Memorial Hall or of the contents provided by TBMHC. There is no cover against any injury arising from action or negligence by the Hirers. Hirers should therefore note that they must accept responsibility for suitable supervision and for taking out adequate insurance cover (not less than £1,000,000, preferably £2,000,000). This should include cover for damage to the Memorial Hall whilst under the Hirer's control. TBMHC consider all regular Hirers should have continuing public liability insurance. Sections of TBMHC will be covered by TBMHC insurance.
- 22. These Terms and Conditions of Hire were adopted and approved by TBMHC on the 1st of January 2024.

Hire agreement

I hereby agree to hire and use the rooms/facilities/equipment in accordance with the terms and conditions and the rate of charges in force at the time. I fully understand the position concerning booking deposits being non-refundable (regardless of circumstances) and insurance. I understand I will be liable for any damages caused and agree to pay this in full on demand. I understand I must pay a deposit to secure my booking. I consent to TBMHC processing and storing of my personal data to secure this booking.

| Name | |
|-----------|--|
| Signature | |
| Date | |